

TEXAS STATE BANK



June 6, 1996

20131
RECORDATION NO. _____ FILED 1425
JUN 10 1996 10 22 AM

Mrs. Mildred Lee
Secretary
Service Transportation Board
12th St. & Constitution Ave. Northwest
Washington, D. C. 20423

Re. Texas Railcar Leasing Company

Dear Mrs. Lee.

I have enclosed an original and one certified copy of the document described below to be recorded pursuant to Section 11303, Title 49 of the U. S. Code.

The document described in a Security Agreement, being a primary document, dated October 4, 1995. A description of the equipment covered by the document is as follows:

Seventy (70) , Covered Top Hopper Railcars:

TRLX 96002, 96006, 96008, 96037, 96039, 96097, 96149, 96165, 96347, 96349, 96378, 96403, 96410, 96444, 96457, 96466, 96479, 96504, 96514, 96533, 96546, 96557, 96567, 96595, 96629, 96638, 96697, 96698, 96738, 96739, 96754, 96767, 96800, 96807, 96831, 96838, 96888, 96889, 96971, 96982, 96989, 97023, 97073, 97074, 97075, 97085, 97094, 97097, 97110, 97114, 97128, 97222, 97223, 97252, 97270, 97299, 97304, 97329, 97349, 97367, 97386, 97395, 97422, 97429, 97469, 97474, 97477, 97522, 97547, 97559

Assignment of Lease dated September 5, 1995 by & between Texas Railcar Leasing Company (Lessor), and Rio Grande Portland Cement Corporation (Lessee).

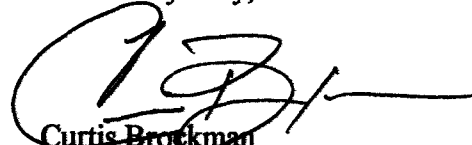
A fee of \$21 00 is enclosed. Please return the original and any extra copies not needed by the commission for recordation to Mr. Curtis Brockman, Senior Vice President, Texas State Bank, P. O. Box 4797, McAllen, Texas 78502-4797.

Mrs. Mildred Lee
Page 2

A short summary of the document to appear in the index is as follows:

A Security Agreement between Texas Railcar Leasing Company, P. O. Box 1330, McAllen, Texas 78502 and Texas State Bank, P. O. Box 4797, McAllen Texas 78502 dated October 4, 1995, and covering Seventy (70) Covered Hopper Railcars.

Yours very truly,



Curtis Brockman
Senior Vice President

CB:eg
Enclosure

**SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001**

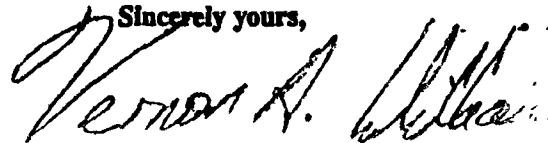
6/10/96

Curtis Brockman
Senior Vice President
Texas State Bank
P. O. Box 4797
McAllen, Texas 78502-4797

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/10/96 at 10:00AM, and assigned recordation number(s). 20126, 20127, 20128, 20129, 20130 and 20131.

Sincerely yours,

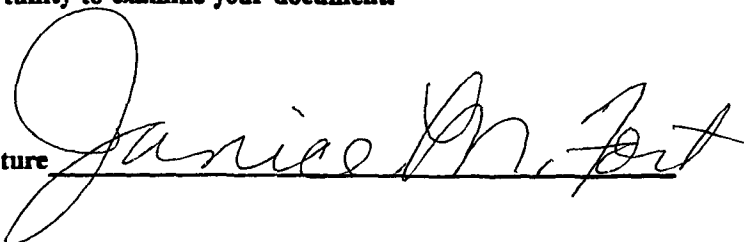


Vernon A. Williams
Secretary

Enclosure(s)

\$ 126.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



TEXAS RAILCAR LEASING COMPANY

P. O. BOX 1330

MCALLEN, TX 78505-1330

TEXAS STATE BANK

3900 NORTH 10TH AT NOLANA

MCALLEN, TX 78501

RECORDATION NO

FILED 1425

JUN 10 1996 10 00 AM

TAXPAYER I.D. NUMBER : -

DEBTOR'S NAME, ADDRESS AND SSN OR TIN
("I" means each Debtor who signs.)SECURED PARTY'S NAME AND ADDRESS
("You" means the Secured Party, its successors and assigns.)I am entering into this security agreement with you on OCTOBER 4, 1995 (date).SECURED DEBTS. I agree that this security agreement will secure the payment and performance of the debts, liabilities or obligations described below that (Check one) ☒ (name) _____

(Check one below): _____ owe(s) to you now or in the future:

☐ Specific Debt(s). The debt(s), liability or obligations evidenced by (describe): _____

_____ and all extensions, renewals, refinancings, modifications and replacements of the debt, liability or obligation.

☒ All Debt(s). Except in those cases listed in the "LIMITATIONS" paragraph on page 2, each and every debt, liability and obligation of every type and description (whether such debt, liability or obligation now exists or is incurred or created in the future and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, or joint, several or joint and several).

Security Interest. To secure the payment and performance of the above described Secured Debts, liabilities and obligations, I give you a security interest in all of the property described below that I now own and that I may own in the future (including, but not limited to, all parts, accessories, repairs, improvements, and accessions to the property), wherever the property is or may be located, and all proceeds and products from the property.

☐ Inventory: All inventory which I hold for ultimate sale or lease, or which has been or will be supplied under contracts of service, or which are raw materials, work in process, or materials used or consumed in my business.☐ Equipment: All equipment including, but not limited to, all machinery, vehicles, furniture, fixtures, manufacturing equipment, farm machinery and equipment, shop equipment, office and recordkeeping equipment, and parts and tools. All equipment described in a list or schedule which I give to you will also be included in the secured property, but such a list is not necessary for a valid security interest in my equipment.☐ Farm Products: All farm products including, but not limited to:

(a) all poultry and livestock and their young, along with their products, produce and replacements;

(b) all crops, annual or perennial, and all products of the crops; and

(c) all feed, seed, fertilizer, medicines, and other supplies used or produced in my farming operations.

☐ Accounts, Instruments, Documents, Chattel Paper and Other Rights to Payment: All rights I have now and that I may have in the future to the payment of money including, but not limited to:

(a) payment for goods and other property sold or leased or for services rendered, whether or not I have earned such payment by performance; and

(b) rights to payment arising out of all present and future debt instruments, chattel paper and loans and obligations receivable.

The above include any rights and interests (including all liens and security interests) which I may have by law or agreement against any account debtor or obligor of mine.

☐ General Intangibles: All general intangibles including, but not limited to, tax refunds, applications for patents, patents, copyrights, trademarks, trade secrets, good will, trade names, customer lists, permits and franchises, and the right to use my name.☐ Government Payments and Programs: All payments, accounts, general intangibles, or other benefits (including, but not limited to, payments in kind, deficiency payments, letters of entitlement, warehouse receipts, storage payments, emergency assistance payments, diversion payments, and conservation reserve payments) in which I now have and in the future may have any rights or interest and which arise under or as a result of any preexisting, current or future Federal or state governmental program (including, but not limited to, all programs administered by the Commodity Credit Corporation and the ASCS).☒ The secured property includes, but is not limited by, the following:

SEE EXHIBIT 'A' ATTACHED HERETO AND MADE A PART HEREOF

If this agreement covers timber to be cut, minerals (including oil and gas), fixtures or crops growing or to be grown, the legal description is:

We Hereby Certify this to be a True and
Correct Copy of the Original Instrument
Texas State Bank

By: _____

I am a(n) ☐ individual ☐ partnership ☒ corporation☐☐ If checked, file this agreement in the real estate records.

Record Owner (if not me): _____

I AGREE TO THE TERMS SET OUT ON BOTH PAGE 1 AND PAGE 2 OF THIS AGREEMENT. I have received a copy of this document on today's date.

TEXAS RAILCAR LEASING COMPANY

(Debtor's Name)

The property will be used for ☐ personal ☒ business
☐ agricultural ☐ _____ reasons.By: Henry Novell
HENRY NOVELL

TEXAS STATE BANK

(Secured Party's Name)

By: Curtis Brockman
CURTIS BROCKMANTitle: PRESIDENT

By: _____

Title: FIRST VICE PRESIDENT

Title: _____

TEXAS RAILCAR LEASING COMPANY P. O. BOX 1330 MCALLEN, TX 78505-1330	TEXAS STATE BANK 3900 NORTH 10TH AT NOLANA MCALLEN, TX 78501	EXTENSION OF SECURITY AGREEMENT DATED: OCTOBER 4, 1995
DEBTOR'S NAME AND ADDRESS	SECURED PARTY'S NAME AND ADDRESS	

For value received, the Debtor hereby grants the Secured Party a security interest in the following additional collateral:
EXHIBIT 'A'

SEVENTY (70) COVERED TOP HOPPER RAILCARS, WHEREVER LOCATED, NOW OWNED OR HEREAFTER ACQUIRED, AND ALL RETURNS, REPOSSESSIONS, EXCHANGES, SUBSTITUTIONS, REPLACEMENTS, ATTACHMENTS, PARTS ACCESSORIES AND ACCESSIONS THERETO AND ALL OTHER GOODS USED IN CONJUNCTION THERewith, TO INCLUDE BUT NOT LIMITED TO THOSE LISTED ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

ASSIGNMENT OF LEASE DATED SEPTEMBER 5, 1995 BY AND BETWEEN TEXAS RAILCAR LEASING COMPANY (LESSOR), AND RIO GRANDE PORTLAND CEMENT CORPORATION (LESSEE) .

FORTY (40) TANK RAILCARS, TO INCLUDE BUT NOT LIMITED TO THOSE LISTED ON EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF.

ASSIGNMENT OF LEASE DATED JUNE 22, 1992 BY AND BETWEEN SUN REFINING & MARKETING COMPANY (LESSEE) AND TEXAS RAILCAR LEASING COMPANY (LESSOR) .

By signing below, Debtor acknowledges that this document describes additional collateral which is subject to all terms and conditions of the Security Agreement referred to above.

Authorized Signature(s) of Secured Party - sign below only if filing this document. TEXAS RAILCAR LEASING COMPANY

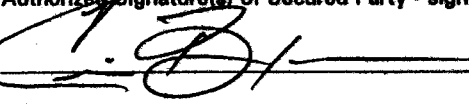
 Debtor BY: Henry Novell (TITLE)
HENRY NOVELL, PRESIDENT
Debtor _____ (TITLE)
Debtor _____ (TITLE)

EXHIBIT "A"

LIST OF SEVENTY (70) COVERED HOPPERS LEASED TO
RIO GRANDE PORTLAND CEMENT

<u>TRIX</u>	<u>TRIX</u>	<u>TRIX</u>
96002	96629	97110
96006	96638	97114
96008	96697	97128
96037	96698	97222
96039	96738	97223
96097	96739	97252
96149	96754	97270
96165	96767	97299
96347	96800	97304
96349	96807	97329
96378	96831	97349
96403	96838	97367
96410	96888	97386
96444	96889	97395
96457	96971	97422
96466	96982	97429
96479	96989	97469
96504	97023	97474
96514	97073	97477
96533	97074	97522
96546	97075	97547
96557	97085	97559
96567	97094	
96595	97097	

ACKNOWLEDGED THIS 4TH DAY OF OCTOBER, 1995

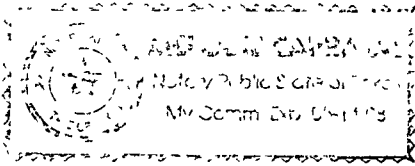
TEXAS RAILCAR LEASING COMPANY

X Henry Novell
HENRY NOVELL, PRESIDENT

Note #78920

**STATE OF TEXAS
COUNTY OF HIDALGO**

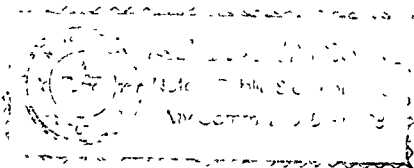
This instrument was acknowledged before me on October 4, 1995, by
Henry Novell, President of Texas Railcars Leasing Company.



By: Melbae Carnajal
Notary Public

**STATE OF TEXAS
COUNTY OF HIDALGO**

This instrument was acknowledged before me on October 4, 1995, by
Curtis Brockman, First Vice President of Texas State Bank, a State
Banking Corporation, on behalf of said corporation.



By: Melbae Carnajal
Notary Public